

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of: ) Docket HWCA 00/01-3005  
)  
Watkins Contracting, Inc. ) STIPULATION AND ORDER  
)  
5490 Complex Street, Suite 603 )  
San Diego, CA 92123 )  
ID No: CAD 922 304 939 ) Health and Safety Code  
) Section 25187  
)  
Respondent. )  
)

The State Department of Toxic Substances Control  
(Department) and Watkins Contracting, Inc., a California  
corporation (Respondent) enter into this Stipulation and Order  
(Order) and agree as follows:

1. A dispute exists regarding the Enforcement Order  
issued by the Department on October 3, 2000. (Exhibit 1.)

2. The parties wish to avoid the expense of further  
litigation and to ensure prompt action to achieve the Schedule  
for Compliance below.

3. Jurisdiction exists pursuant to Health and Safety  
Code (HSC) section 25187.

4. Respondent waives any right to a hearing in this  
matter.

5. This Order shall constitute full settlement of the  
violations alleged in the Enforcement Order, but does not limit  
the Department from taking appropriate enforcement action  
concerning other violations.



1                   6. Respondent admits the allegations made in the  
2 Enforcement Order.

3                                   SCHEDULE FOR COMPLIANCE

4                   7. Respondent shall comply with the following:

5                   7.1. Effective immediately, Respondent shall cease  
6 storing hazardous waste longer than 10 days without a permit o  
7 grant of authorization from the Department.

8                   7.2. Submittals: All submittals from Respondent  
9 pursuant to this Order shall be sent simultaneously to:

10  
11                                   Florence Gharibian, Branch Chief  
12                                   Glendale Office  
13                                   Statewide Compliance Division  
14                                   Department of Toxic Substances Control  
15                                   1011 North Grandview Avenue  
16                                   Glendale, California 91201

17                   7.3. Communications: All approvals and decisions o  
18 the Department made regarding such submittals and notification:  
19 shall be communicated to Respondent in writing by a Branch Chief  
20 Department of Toxic Substances Control, or his/her designee. 1  
21 informal advice, guidance, suggestions, or comments by the  
22 Department regarding reports, plans, specifications, schedules,  
23 or any other writings by Respondent shall be construed to relie  
24 Respondent of its obligation to obtain such formal approvals æ  
25 may be required.

26                   7.4. Department Review and Approval: If the  
27 Department determines that any report, plan, schedule, or other  
document submitted for approval pursuant to this Order fails to  
comply with the Order or fails to protect public health or safe  
or the environment, the Department may:



1 a. Modify the document as deemed necessary and approve  
2 approve the document as modified; or

3 b. Return the document to Respondent with recommended  
4 changes and a date by which Respondent must submit to the  
5 Department a revised document incorporating the recommended  
6 changes.

7 7.5. Compliance with Applicable Laws: Respondent  
8 shall carry out this Order in compliance with all local, State  
9 and federal requirements, including but not limited to  
10 requirements to obtain permits and to assure worker safety.

11 7.6. Endangerment during Implementation: In the event  
12 that the Department determines that any circumstances or activities  
13 (whether or not pursued in compliance with this Order) are  
14 creating an imminent or substantial endangerment to the health  
15 welfare of people on the site or in the surrounding area or to  
16 the environment, the Department may order Respondent to stop  
17 further implementation for such period of time as needed to abate  
18 the endangerment. Any deadline in this Order directly affected  
19 by a Stop Work Order under this section shall be extended for  
20 term of such Stop Work Order.

21 7.7. Liability: Nothing in this Order shall  
22 constitute or be construed as a satisfaction or release from  
23 liability for any conditions or claims arising as a result of  
24 past, current, or future operations of Respondent, except as  
25 provided in this Order. Notwithstanding compliance with the  
26 terms of this Order, Respondent may be required to take further  
27 actions as are necessary to protect public health or welfare or  
the environment.



1                   7.8. Site Access: Access to the Site shall be  
2 provided at all reasonable times to employees, contractors, and  
3 consultants of the Department, and any agency having  
4 jurisdiction. Nothing in this Order is intended to limit in any  
5 way the right of entry or inspection that any agency may  
6 otherwise have by operation of any law. The Department and its  
7 authorized representatives may enter and move freely about all  
8 property at the Site at all reasonable times for purposes  
9 including but not limited to: inspecting records, operating logs  
10 and contracts relating to the Site; reviewing the progress of  
11 Respondent in carrying out the terms of this Order; and  
12 conducting such tests as the Department may deem necessary.  
13 Respondent shall permit such persons to inspect and copy all  
14 records, documents, and other writings, including all sampling  
15 and monitoring data, in any way pertaining to work undertaken  
16 pursuant to this Order.

17                   7.9. Sampling, Data, and Document Availability:  
18 Respondent shall permit the Department and its authorized  
19 representatives to inspect and copy all sampling, testing,  
20 monitoring, and other data generated by Respondent or on  
21 Respondent's behalf in any way pertaining to work undertaken  
22 pursuant to this Order. Respondent shall allow the Department  
23 and its authorized representatives to take duplicates of any  
24 samples collected by Respondent pursuant to this Order.  
25 Respondent shall maintain a central depository of the data,  
26 reports, and other documents prepared pursuant to this Order.  
27 All such data, reports, and other documents shall be preserved by  
Respondent for a minimum of six years after the conclusion of a



1 activities under this Order. If the Department requests that  
2 some or all of these documents be preserved for a longer period  
3 of time, Respondent shall either comply with that request,  
4 deliver the documents to the Department, or permit the Departmer  
5 to copy the documents prior to destruction. Respondent shall  
6 notify the Department in writing at least six months prior to  
7 destroying any documents prepared pursuant to this Order.

8           7.10. Government Liabilities: The State of Californi  
9 shall not be liable for injuries or damages to persons or  
10 property resulting from acts or omissions by Respondent or  
11 related parties specified in paragraph 7.16 in carrying out  
12 activities pursuant to this Order, nor shall the State of  
13 California be held as a party to any contract entered into by  
14 Respondent or its agents in carrying out activities pursuant to  
15 this Order.

16           7.11. Incorporation of Plans and Reports: All plans,  
17 schedules, and reports that require Department approval and are  
18 submitted by Respondent pursuant to this Order are incorporated  
19 in this Order upon approval by the Department.

20           7.12. Extension Requests: If Respondent is unable to  
21 perform any activity or submit any document within the time  
22 required under this Order, the Respondent may, prior to  
23 expiration of the time, request an extension of time in writing.

24       The extension request shall include a justification for the  
25 delay.

26           7.13. Extension Approvals: If the Department  
27 determines that good cause exists for an extension, it will gran  
the request and specify in writing a new compliance schedule.



PAYMENTS

8. Within 30 days of the effective date of this Order, Respondent shall pay the Department a total of \$9,025.

8.1. The penalty shall be reduced by \$1,025 if and or if the Respondent sends at least one (1) employee to the California Compliance School Modules I-IV, and submits to the Department, within 185 days of the effective date of the Agreement, Certificates of Satisfactory Completion for Modules IV issued by the California Compliance School. If Respondent fails to submit the Certificates of Satisfactory Completion within 185 days, the entire amount of \$1,025 shall be due within 215 days of the effective date of this Agreement.

8.2. \$8,000 of the penalty is due and payable on the effective date of this Agreement. If payment is made within 60 days of the effective date of this Agreement, the Department shall waive interest in accordance with Health and Safety Code, section 25360.1

8.3. Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control  
Accounting Office  
400 P Street, 4th Floor  
P. O. Box 806  
Sacramento, California 95812-0806



1 A photocopy of the check shall be sent:

2 To:

3 Florence Gharibian, Branch Chief  
4 Glendale Office  
5 Statewide Compliance Division  
6 Department of Toxic Substances Control  
7 1011 North Grandview Avenue  
8 Glendale, California 91201

9 To:

10 Office of Legal Counsel  
11 Department of Toxic Substances Control  
12 400 P Street, 4th Floor  
13 P. O. Box 806  
14 Sacramento, California 95812-0806

15 If Respondent fails to make payment as provided above, Responder  
16 agrees to pay interest at the rate established pursuant to  
17 HSC § 25360.1 and to pay all costs incurred by the Department in  
18 pursuing collection including attorney's fees.

19 OTHER PROVISIONS

20 9.1. Additional Enforcement Actions: By agreeing to  
21 this Order, the Department does not waive the right to take  
22 further enforcement actions, except to the extent provided in  
23 this Order.

24 9.2. Penalties for Noncompliance: Failure to comply  
25 with the terms of this Order may subject Respondent to civil  
26 penalties and/or punitive damages for any costs incurred by the  
27 Department or other government agencies as a result of such  
failure, as provided by HSC section 25188 and other applicable  
provisions of law.

9.3 Parties Bound: This Order shall apply to and be  
binding upon Respondent and its officers, directors, agents,  
receivers, trustees, employees, contractors, consultants,



1 successors, and assignees, including but not limited to  
2 individuals, partners, and subsidiary and parent corporations,  
3 and upon the Department and any successor agency that may have  
4 responsibility for and jurisdiction over the subject matter of  
5 this Order.

6 9.4. Effective Date: The effective date of this Order  
7 is the date it is signed by the Department.

8 9.5. Integration: This agreement constitutes the  
9 entire agreement between the parties and may not be amended,  
10 supplemented, or modified, except as provided in this agreement.

11 9.6. Compliance with Waste Discharge Requirements:  
12 Respondent shall comply with all applicable waste discharge  
13 requirements issued by the State Water Resources Control Board or  
14 a California regional water quality control board.

15  
16  
17 Dated: \_\_\_\_\_

18 \_\_\_\_\_  
Signature of Respondent's  
Representative

19  
20 Dated: \_\_\_\_\_

21 \_\_\_\_\_  
Typed or Printed Name and Title of  
Respondent's Representative

22  
23 Dated: \_\_\_\_\_

24 ~~Mukul Agarwal, Unit Chief~~  
Glendale Office  
25 Department of  
Toxic **Substances** Control  
26  
27

